

79474

FICHE
98410

PAGE
060

COMMUNITY ASSOCIATION, INC.



DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

TABLE OF CONTENTS

STATEMENT OF DECLARATION 1

ARTICLE I DEFINITIONS 1

1. Additional Property 1

2. Architectural Review Committee or ARC 2

3. Area of Common Responsibility 2

4. Articles 2

5. Assessment 2

6. Association 2

7. Board of Directors or Board 2

8. Builder 2

9. By-Laws 3

10. Club 3

11. Club Property 3

12. Common Area 3

13. Common Assessments 3

14. Common Expenses 3

15. Community 3

16. Community-Wide Standards 4

17. Declarant 4

18. Declaration 4

19. Documents 4

20. Exclusive Common Area 4

21. Institutional Mortgage 4

22. Lot 4

23. Master Plan 5

24. Member 5

25. Neighborhood 5

26. Neighborhood Assessments 5

27. Neighborhood Association 6

28. Neighborhood Declaration 6

29. Neighborhood Documents 6

30. Neighborhood Expenses 6

31. Owner 6

32. Person 6

33. Property 6

34. Special Assessment 7

35. Supplemental Declaration 7

36. Turnover Date 7

37. Unit 7

ARTICLE II GENERAL PLAN FOR DEVELOPMENT 7

1. Plan for Development 7

2. Supplemental Declarations 8

3. Neighborhood Declaration 8

4. Annexation of Additional Property 9

5. Amendment of Article 9

ARTICLE III LAND DESIGNATION AND ADMINISTRATION	10
1. In General	10
2. Disputes as to Use	11
ARTICLE IV DEVELOPMENT OF COMMON AREAS	12
1. Construction and Inspection of Common Area	12
2. Transfer of Common Area	12
3. Disclaimer of Warranties	12
ARTICLE V USE RESTRICTIONS	12
1. In General	12
2. Leasing of Units	19
3. Exculpations and Approvals	20
4. Community-Wide Standards, Rules and Regulations	20
ARTICLE VI ARCHITECTURAL STANDARDS AND REVIEW	20
1. In General	20
2. Architectural Standards	20
3. No Waiver of Future Approvals	21
4. Variance	21
5. No Liability	22
6. Compliance	22
7. Rights of the Club	22
ARTICLE VII NEIGHBORHOODS; NEIGHBORHOOD ASSOCIATIONS	23
1. Neighborhoods	23
2. Exclusive Common Area	23
3. Certain Rights of Declarant Regarding Neighborhood Associations	23
4. Certain Rights of Association Regarding Neighborhood Associations	24
ARTICLE VIII MEMBERSHIP AND VOTING RIGHTS	25
1. Classes of Membership and Voting Rights	25
2. Joint Ownership	25
3. Turnover Date	26
4. The Class "C" Member's Approval Rights	26
ARTICLE IX ASSESSMENTS	26
1. Affirmative Covenant to Pay Assessments	26
2. Creation of Assessments	27
3. Payment of Assessments	27
4. Computation of Common Assessment	27
5. Computation of Neighborhood Assessments	28
6. Special Assessments	28
7. Declarant's Obligation for Assessments	29
8. Establishment of Lien	29
9. Reserve Budget and Capital Contribution	30
10. Capital Contribution	30
11. Exempt Property	30
ARTICLE X MAINTENANCE	30
1. Association's Responsibility	30
2. Neighborhood Association's Responsibility	31

3. Owner's Responsibility	31
4. Landscape Maintenance	32
5. Assessments	32
6. Sanctions	32
ARTICLE XI INSURANCE AND CASUALTY LOSSES	32
1. Insurance	32
2. Damage and Destruction	35
3. Disbursement of Proceeds	35
4. Repair and Reconstruction	36
ARTICLE XII NO PARTITION	36
ARTICLE XIII CONDEMNATION	36
ARTICLE XIV EASEMENTS AND OTHER RIGHTS	37
ARTICLE XV TELECOMMUNICATIONS AND SURVEILLANCE SYSTEMS; LIMITED ACCESS	37
ARTICLE XVI DECLARANT'S RIGHTS	39
1. Purpose	39
2. Duration of Rights	39
3. Declarant's Rights in the Association	39
4. Right of Declarant to Disapprove Actions	40
5. Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Property	40
6. Declarant's Rights in Connection with Development	41
7. Future Easements and Modifications	42
8. Construction; Marketing	42
9. Scope	43
ARTICLE XVII GENERAL PROVISIONS	43
1. Term	43
2. Amendment	43
3. Severability	44
4. Litigation	44
5. Notice of Transfer of Lot	44
6. Use of Words "Canebraks At Piney Creek"	45
7. Assignment of Rights	45
8. Notice of Mortgagee Action	45
9. Independent Builders	45
10. Occupants Bound	45
11. No Easement for View	46
12. Power of Attorney	46
ARTICLE XVIII MORTGAGEE PROVISIONS	46
1. Notices of Action	46
2. Notice to Association	47
ARTICLE XIX CABLE TELEVISION	47
1. Service	47
2. Easements	47
3. Prewire	47

FICHE PAGE
98410 064

ARTICLE XX CLUB PROPERTY	47
1. Club Property	47
2. Rights of Access and Parking	50
3. Assumption of Risk and Indemnification	50
EXHIBIT A	53
LEGAL DESCRIPTION OF THE PROPERTY	53
EXHIBIT B	54
LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY	54

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

**CANEBRAKE AT PINEY CREEK
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANEBRAKE AT PINEY CREEK is made this 20 day of August, 1998 by **CANEBRAKE PROPERTIES, L.L.C.**, an Alabama limited liability company (hereinafter referred to as "Declarant"), and joined by **CANEBRAKE AT PINEY CREEK COMMUNITY ASSOCIATION, INC.**, an Alabama nonprofit corporation (hereinafter referred to as the "Association").

A. Declarant holds title to that certain real property located in Limestone County, Alabama as defined in this Declaration as the "Property."

B. Declarant intends to develop the Property (including any Additional Property added thereto) in accordance with this Declaration as a master planned residential community to be known as Canebrake at Piney Creek.

C. Declarant has caused an association, named Canebrake at Piney Creek Community Association, Inc., to be formed for the purposes set forth in this Declaration and the Articles of Incorporation for the Association.

STATEMENT OF DECLARATION

The Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, reservations, assessments and other provisions set forth in this Declaration, which shall run with the Property, shall bind all parties having any right, title, or interest in any part of the Property, their successors and assigns, and shall inure to the benefit of each Owner (as hereinafter defined) thereof and which shall read as follows:

**ARTICLE I
DEFINITIONS**

1. ADDITIONAL PROPERTY

"Additional Property" shall mean the real property described on Exhibit "B" attached hereto, which may be subjected to this Declaration by Declarant from time to time in accordance with the terms of this Declaration. Prior to the Turnover Date (as hereinafter defined), Declarant may unilaterally

modify Exhibit "B" as Declarant, in its sole and absolute discretion may determine appropriate.

2. ARCHITECTURAL REVIEW COMMITTEE OR ARC

"Architectural Review Committee" or "ARC" shall mean the committee formed to promulgate design and development guidelines and application, to review procedures for new construction upon the Property and any modifications to improvements, and to review and approve the plans for same.

3. AREA OF COMMON RESPONSIBILITY

"Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, a resolution of the Board of Directors of the Association, or an agreement with the Club, a Neighborhood Association or a governmental agency, shall become the responsibility of the Association, including without limitation canals, lakes, reservoirs and other public areas located within or adjacent to the Property designated by Declarant as part of the Area of Common Responsibility.

4. ARTICLES

"Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

5. ASSESSMENT

"Assessment" shall mean and refer to charges levied against Lots to fund Common Expenses, Neighborhood Expenses and any other expenses of the Association and shall include Common Assessments, Special Assessments and Neighborhood Assessments.

6. ASSOCIATION

"Association" shall mean and refer to Canebrake at Piney Creek Community Association, Inc. and its successors or assigns. The Association is the master property owners' association for the entire Community.

7. BOARD OF DIRECTORS OR BOARD

"Board of Directors" or "Board" shall mean and refer to the governing body of the Association.

8. BUILDER

"Builder" shall mean a Person who has been qualified and accepted by the Declarant to acquire a Lot for the purpose of constructing and reselling a Unit on it.

9. **BY-LAWS**

"By-Laws" shall mean and refer to the By-Laws of the Association, as the same may be adopted or amended from time to time.

10. **CLUB**

"Club" shall mean Canebrake Properties, L.L.C. or one of its successors, assigns or affiliates, doing business as The Club at Canebrake, which shall own and operate the Club Property.

11. **CLUB PROPERTY**

"Club Property" shall mean all of the real property owned by the Club or its successors or assigns plus all of the recreational and social facilities constructed thereon, which will be operated by the Club or its successors or assigns and commonly known as The Club at Canebrake, including without limitation, the golf course, golf practice facilities, swim and tennis facilities and the golf clubhouse. **THE CLUB PROPERTY IS NOT COMMON AREA.**

12. **COMMON AREA**

"Common Area" or "Common Areas" shall mean all of the real property owned by the Association, plus all property designated as Common Areas in any future Supplemental Declaration or any portion of a plat or replat of the Property dedicated to or for the Association together with any improvements thereon and any personal property owned by the Association, and which are intended for the common use and enjoyment of all Members of the Association. Common Area shall also include the Exclusive Common Area unless the context otherwise requires.

13. **COMMON ASSESSMENTS**

"Common Assessments" shall mean those Assessments for which all Members of the Association are responsible to pay for Common Expenses.

14. **COMMON EXPENSES**

"Common Expenses" shall mean the actual and estimated costs and expenses incurred or to be incurred by the Association for the general benefit of all Owners, including any reasonable reserves for deferred maintenance, repairs or replacements, which the Board of Directors may find necessary and appropriate.

15. **COMMUNITY**

"Community" shall mean the master planned community to be known as Canebrake at Piney Creek.

16. COMMUNITY-WIDE STANDARDS

"Community-Wide Standards" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout the Community. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

17. DECLARANT

"Declarant" shall mean and refer to Canebrake Properties, L.L.C. or one of its successors or assigns provided such successor or assign is designated as the Declarant by the immediately preceding Declarant in a recorded instrument executed in accordance with the terms of this Declaration. The Declarant may assign all or part of its rights hereunder by a Supplemental Declaration.

18. DECLARATION

"Declaration" shall mean this document, as the same may be amended or supplemented from time to time.

19. DOCUMENTS

"Documents" shall mean this Declaration, and the Articles, By-Laws, and Rules and Regulations of the Association.

20. EXCLUSIVE COMMON AREA

"Exclusive Common Area" shall mean and refer to certain portions of the Common Area, including any improvements and fixtures thereon, the use of which has been granted exclusively or primarily to one or more, but less than all, Units for the common use and enjoyment of Owners of such Units. Such Exclusive Common Area shall be designated by Supplemental Declaration.

21. INSTITUTIONAL MORTGAGEE

"Institutional Mortgagee" shall mean: (a) any generally recognized lending institution having a first mortgage lien upon a Lot or (b) such other lenders as the Board of Directors shall hereafter approve in writing which have acquired a first mortgage lien upon a Lot.

22. LOT

"Lot" shall be an inclusive term referring to a portion of the Property, whether developed or undeveloped, intended for development, use, and occupancy as a residence and shall, unless otherwise specified, include within its meaning by way of illustration, but not limitation, courtyard homes, patio garden homes, single-family homes, and estate homes, as